entirely to support the contention of Mr. Daniels but they indicate that the general rule is by no means decisive in favor of the payee of a forged check or bill to which he has himself given credit by his indorsement. See also 13 MICH. L. REV. 602; 14 MICH. L. REV. 151.

BOUNDARIES—LINE MARKED AND SURVEYED PREVAILS OVER DESCRIPTION IN DEED.—Defendant and M, tenants in common, agreed to partition; they employed a surveyor to run the division line, which was done in presence of the co-owners. The deed of partition, however, described a line not in accord with the one marked out. In action by M's remote grantee to establish the boundary according to the deed, *held* the following instruction was correct: "* * * where, with a view to making a deed or a division, the parties go upon the land and have a line marked and surveyed, intending it to be the line and to be included in the deed, then the line so surveyed and marked prevails against the description in the deed where there is a difference between them." *Dudley* v. *Jeffress* (No. Car., 1919), 100 S. E. 253.

It is familiar and sound doctrine that where calls in a deed for monuments conflict with other calls the former shall in general prevail. *Hoban* v. *Cable,* 102 Mich. 206; *Whitehead* v. *Ragan,* 106 Mo. 231. And the rule is very properly applied where the deed calls for monuments which are not then in existence but which the parties later set. *Makepeace* v. *Bancroft,* 12 Mass. 469; *Lerned* v. *Morrill,* 2 N. H. 197. *Cf. Cleaveland* v. *Flagg,* 4 Cush. 76; *Miles* v. *Burrows,* 122 Mass. 579. Some courts have gone beyond this. For example, in *Burkholder* v. *Markley,* 98 Pa. 37, in an action of trespass the turning point was the proper location of a boundary line; if the line was to be run according to the calls in the deed, the defendant had trespassed; but if the true division line was one marked out by the parties on the land itself, then no trespass had been committed. The court held evidence should have been admitted as to the line actually marked out. *Emery* v. *Fowler,* 38 Me. 99, is to the same effect. It is this doctrine which is announced in the principal case. In an action to reform the deed or to establish a boundary line by acquiescence (see *Gertzer* v. *Kammerer,* 13 Phila. 190), such evidence would seem entirely proper. Since, however, land can be conveyed only by deed—or at least by a writing—it is submitted that the doctrine applied in the principal case goes a step too far.

CARRIERS—LIVE STOCK—INTERSTATE SHIPMENT—LIMITATION OF LIABILITY —TRANSPORTATION—TIME FOR CLAIM.—Plaintiff shipped a carload of horses from Texas to New York under a contract, *inter alia,* limiting the railway's liability to damages caused in actual transportation, claims for which were presented within five days. After arrival at destination and process of unloading under control of plaintiff had commenced the car was struck by another car and several of the horses were injured. *Held,* Clarke, McKenna, Brandeis and Day, JJ. dissenting, the car was still in transit and the provision as to notice applied. *Erie R. Co.* v. *Shuart* (1919), 39 Sup. Ct. 519.

On the question of notice where the injury is caused while the goods are still represented by the bill of lading, see 17 MICH. L. REV. 420, where a sim-

ilar provision was upheld in the case there noted. Such time limit must be reasonable in its effect on both parties. The instant case assumes this point as to the facts in hand in sustaining the general proposition that limitations are valid. The issue involved in the opinion of the court lies in the interpretation of the term "transportation" as used in the Hepburn Amendment. To determine this question the court resorts to the case of *Cleveland, Cincinnati, Chicago and St. Louis Railway Company* v. *Dittelbach,* 239 U. S. 588, purporting to find there authority in point. That case involved the extent of the railway company's liability for services extrinsic to those ordinarily assumed under the common law but imposed by the Amendment. The goods were still in the hands of the company and plaintiff had not accepted a delivery thereof. Under the circumstances, the court held the term "transportation" included storage and all other services rendered or imposed after arrival and that since the goods had not been delivered to the consignee the nature of the position of the company, in view of the Amendment became immaterial. No question of delivery was involved. As pointed out by Clarke, J., delivery is the one thing present in this case which changes the carrier relation. The property had been accepted by the consignee and since nothing further remained to be done by the carrier, delivery was complete. *St. Louis S. W. Ry. Co.* v. *Crawford* (Texas) 35 S. W. 748. Commonly, it is true, the relation of carrier continues after arrival for a reasonable time to allow removal. *Columbus W. Ry. Co.* v. *Ludden,* 89 Ala. 612; *Rome R. Co.* v. *Sullivan,* 14 Ga. 277; *McMillan* v. *M. S. & N. J. R. R. Co.,* 16 Mich. 79; *Winslow* v. *Vermont & M. R. Co.,* 42 Vt. 700. But a delivery and acceptance at any time after arrival may terminate the relation. *Texas & Pacific Ry. Co.* v. *Schneider,* 1 White & W. Civ. Cas. Ct. App. sec. 119. Nothing in the Hepburn Act in any way affects these several rights. Its application therefore in this case hardly warrants the decision.

CONSTITUTIONAL LAW—DEFINITION OF AMENDMENT.—Plaintiff seeks a writ of mandamus commanding the Secretary of State to publish an amendment to the state Constitution, approved by a majority of the electors voting at the election of November, 1918. Defendant set up an amendment, submitted at the same election, which amendment was in conflict with, and approved by a larger majority than that set up by plaintiff. Held, the constitutional provision that, of two conflicting proposed amendments approved at the same election the one receiving the highest affirmative vote shall be the amendment, is applicable. In his opinion, Johnson, J., further declared, "an amendment to the constitution, which is made by the addition of a provision on a new and independent subject, is a complete thing in itself, and may be wholly disconnected with other provisions of the constitution; such amendments, for instance, as the first ten amendments to the constitution of the United States. These were therein referred to as articles in addition to and amendment of the constitution." *State* v. *Fulton* (Ohio, 1919), 124 N. E. 172.

The quotation would seem to be *dictum,* but it is interesting on account of its possible bearing on the Eighteenth Amendment to the Federal Constitution. The Eighteenth Amendment does not alter or change any article in the